



DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT
Regulatory Commission of Alaska

Sean Parnell, Governor
Emil Notti, Commissioner
Robert M. Pickett, Chairman

April 6, 2010

In reply refer to: Engineering
File: W-08-023
LO#: L1000123

Cyprian Augline
Supervisor
Alakanuk Safe Water Facility
Alakanuk City Council
P.O. Box 190
Alakanuk, AK 99554

Dear Mr. Augline:

In Letter Order L0800444 dated September 11, 2008, (*enclosed*), we contacted you concerning an application for a Provisional Certificate of Public Convenience and Necessity ("Provisional Certificate") to provide water and wastewater/sewer service to the community of Alakanuk, Alaska.

As a background, Alaska Statute 42.05.221 requires that all public utilities that operate and receive compensation for their services, must obtain a Certificate of Public Convenience and Necessity from the commission. Provisional Certification was developed to streamline the application process, and make it easier for smaller utilities – such as the ones that serve your community – to obtain certification, and compliance with state law.

On August 22, 2008, we received an application for Provisional Certificate for your water and wastewater/sewer systems (*enclosed*). We reviewed the application and released L0800444 which identified the following omissions or deficiencies in your application:

1. The "Part III – Authorization" Section of the application was not completed in accordance with 3 AAC 52.722(a)(11).
2. The ordinance filed with the application did not meet the requirements of 3 AAC 52.730 to 3 AAC 52.740
3. The utility's gross revenues for the most recent fiscal year were not included in the application as required by 3 AAC 52.722(a)(5)(A)

4. A map and written service area description defining the service area in terms of Township, Range and Section was not included in the application, as required by "Part 1 – Information," paragraph "G." of the application.

L0800444 required that the information missing from the application be submitted to the commission by December 9, 2008. To date we have received no response.

If we do not receive the information requested in L0800444 by May 6, 2010, your application for Provisional Certificate will be dismissed per 3 AAC 48.650. (*A Copy of 3 AAC 48.650 is enclosed.*)

A copy of Regulatory Commission of Alaska Rules and Regulations can be obtained online at the following website:

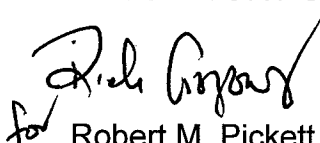
<https://rca.alaska.gov/RCAWeb/AboutRCA/RCAStatutesAndRegulations.aspx>

If you require clarification or assistance with any of the items listed above, please contact Brandon Miller, Utility Engineering Analyst, at (907) 263-2179 or via email at brandon.miller@alaska.gov.

BY DIRECTION OF THE COMMISSION

Sincerely,

REGULATORY COMMISSION OF ALASKA


for Robert M. Pickett
Chairman

Enclosure(s): L0800444
Application for Provisional Certificate (W-08-023)
3 AAC 48.650 (Version in effect at time of application.)



DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Regulatory Commission of Alaska

Sarah Palin, Governor
Emil Notti, Commissioner
Robert M. Pickett, Chairman

September 11, 2008

In reply refer to: Engineering
File: W-08-023
LO#: L0800444

Cyprian Augline, Supervisor
Alakanuk Safe Water Facility
PO Box 190
Alakanuk, AK 99554

Dear Mr. Augline:

On August 22, 2008 we received your Application for a Provisional Certificate of Public Convenience and Necessity (Provisional Certificate) to provide water and sewer service to the community of Alakanuk. We have reviewed your application and find that the *Alakanuk Safe Water Facility* Water and Sewer Utility is eligible for provisional certification.

Before the *Alakanuk Safe Water Facility* can be provisionally certificated as a water and sewer utility, we require additional filings.

Sections 3 AAC 52.730 to 3 AAC 52.740 of the Alaska Administrative Code require that a tariff or ordinance be filed with an application for a Provisional Certificate. The tariff or ordinance must include the following:

- a title page including the exact legal name of the utility, the service offered and the complete address of the utility;
- an index page with a complete and accurate list of contents;
- a map or set of maps depicting the utility's service area;
- a written description of the service area matching the area approved by the commission;
- a map depicting the areas, zones, or districts in which any different rate schedules apply;
- a complete set of the regulations governing the services offered;
- a schedule of all rates and charges for each class of service offered.

To date the commission has not received a tariff or ordinance that meets the above requirements for a water and sewer utility. Please file a revised tariff by December 9, 2008. For your convenience a model tariff/ordinance with suggested language is enclosed.

701 W. 8th Avenue, Suite 300, Anchorage, Alaska 99501-3469
Telephone: (907) 276-6222 Fax: (907) 276-0160 Text Telephone: (907) 465-5437
Website: <http://www.rca.alaska.gov>

Also enclosed with this letter are two potential service area maps and one map of the Alakanuk area. Please select the map that most accurately reflects your service area or highlight your service area on the map of Alakanuk, and file a copy of the map with the commission by December 9, 2008.

Please file a completed copy of the Authorization Form enclosed with this letter in accordance with Rule 3 AAC 52.722(a)(11) by December 9, 2008.

We received a copy of your operating expenses for 2007 with your application. Please file a copy of your gross revenues for 2007 in accordance with Rule 3 AAC 52.722(a)(5)(A) by December 9, 2008.

A copy of RCA Rules and Regulations can be obtained online at the following website:

<https://rca.alaska.gov/RCAWeb/AboutRCA/RCAStatutesAndRegulations.aspx>

If you require clarification or assistance with any of the items listed above, please contact Brandon Miller, Utility Engineering Analyst, at (907) 263-2179 or brandon.miller@alaska.gov.

BY DIRECTION OF THE COMMISSION

Sincerely,

REGULATORY COMMISSION OF ALASKA



Robert M. Pickett
Chairman

Enclosures: 1. Model Tariff / Ordinance Language
2. Potential Service Area Maps
3. Authorization Form

Cc: Susan Randlett, DEC, Village Safe Water

held to afford an opportunity for examination of the applications on a comparative basis.

(d) For good cause shown, the commission will, in its discretion, modify the time periods prescribed in (b) of this section and permit supplements to initial applications. (Eff. 6/29/84, Register 90)

Authority:	AS 42.05.141	AS 42.06.140(a)	AS 42.06.290
	AS 42.05.151	AS 42.06.240	AS 42.06.300
	AS 42.05.221	AS 42.06.250	AS 42.06.305
	AS 42.05.231	AS 42.06.260	AS 42.06.340
	AS 42.05.241	AS 42.06.270	

3 AAC 48.650. Incomplete applications. (a) An application that is completely unacceptable as to form, content, or otherwise may be dismissed and returned to the applicant with a letter explaining the reason for the action and stating that the action is without prejudice to refiling.

(b) If an application is found to be partially incomplete or defective, a letter may be written to the applicant containing the statement "By direction of the commission" in which attention is directed to the omitted material or defects and specifying a future date when the application may be dismissed unless satisfactory action is taken to correct the deficiencies of the application. If the applicant needs additional time to perfect his application, he may request an extension at least five days before the deadline date specified in the commission's letter. The commission may then by letter grant or deny the request or specify an alternative deadline date.

(c) If the commission's technical staff finds that an application, which is otherwise complete, lacks certain information needed to determine and fully evaluate its merits, the commission may request the applicant to furnish it, by a specified date, in a letter written "By direction of the commission" and the applicant shall supply it by the date specified as a condition precedent to any further action by the commission other than dismissing the application. (Eff. 1/13/73, Register 44)

Authority: AS 42.05.141(1) AS 42.05.151

3 AAC 48.660. Burden of proof. Every applicant shall have the burden of furnishing whatever information and data that may be required to prove to the commission's satisfaction that the applicant has, or will, comply with the governing law and the provisions of any applicable rule, regulation or order of the commission. When a governing law requires the commission to make a finding in regard to any application, the applicant shall, in each case, have the burden of furnishing whatever information, data, and documents may be required to prove to the commission's satisfaction that the finding is justified. (Eff. 1/13/73, Register 44)

EXACT LEGAL NAME OF UTILITY

**MAILING ADDRESS
CITY, AK ZIP**

Providing water and sewer service in the following community:

HERE LIST THE COMMUNITIES WHERE SERVICE IS PROVIDED

Chapter ____
Name of Utility
Index

Section:

1. Service Area
2. Definitions
3. Description of Service
4. Service Irregularities and Limitation of Liability
5. Ownership of Utility System
6. Resale of Utility Services
7. Classification of Services
8. Customers
9. Main Extensions
10. Services
11. Water Meters
12. Utility Rates
13. Notices
14. Security Deposit
15. Billing and Payment
16. Administration and Enforcement
17. Discontinuance or Termination of Service
18. Restoration of Services
19. Unusual Demands
20. Access to Property
21. Responsibility for Equipment
22. Fire Hydrants
23. Manholes and Main Lines
24. Individual Waste Disposal Responsibilities
25. Suspension of Rules
26. Constitutionality and Saving Clause

Schedule A - Nonrecurring Fees

Schedule B – Service Rates

Section 1. Service Area

NOTE: This sheet should contain a map of the Utility's service area. The only restrictions on the map are that it must clearly delineate the boundaries of the Utility's certificated area and fit on this page.

NOTE: Under the map, or on the following page, include a written description of the Utility's service area matching the area proposed to or approved by the RCA. The description should be written using Range and Township descriptions, including the applicable Sections.

Section 2. Definitions

ADEC: The Alaska Department of Environmental Conservation.

APPLICANT: A person or persons, firm or corporation requesting some service from the Utility.

CROSS CONNECTION: Any physical connection through which a supply of potable water could be contaminated. May include any actual or potential connection between a drinking water system and an unimproved water supply or other source of contamination.

CUSTOMER or USER: An applicant who has been accepted and who receives utility services from the Utility.

CUSTOMER SERVICE LINE: The customer service line shall be that part of the piping from the main line to the dwelling or point of use for water and sewer utilities. (This section needs to be changed for circulating loop systems)

DELINQUENT: Past due amounts and associated finance and late charges that are not received by the Utility within 40 days after the date the bill that is past due was rendered.

DEPOSIT: Money paid to the Utility by a customer and held by the Utility for a certain time and later returned to the customer if all the requirements for refund are met.

HONEYBUCKET WASTE: Human waste products from a non-flushing toilet.

PAST DUE: Payment that has not been received by the Utility within 25 days from the date the bill is rendered.

POLICY BOARD: Define the decision making body over the Utility

POTABLE WATER: Water that meets current standards set by Alaska Department of Environmental Conservation (ADEC) for public drinking water.

SEPTIC LAGOON: An open containment cell, or cells, for the disposal and treatment of septic waste.

SEPTIC WASTE: Waste material from a septic disposal system.

SERVICE CONNECTION: Physically separated customer locations that are connected to the plant by a distribution or collection system;

SOLID WASTE: Garbage, rubbish, paper and waste material including all animal and vegetable refuse from food or food preparation, and dead animals.

Section 3. Description of Service

The NAME OF UTILITY, hereinafter referred to as the "Utility", shall use its best efforts to provide the following services: (Only include applicable)

- A. **Water System:** A water system that provides a continuous and sufficient supply of water that meets current ADEC drinking water standards
- B. **Sewer Collection System:** A safe and fully operational sewer collection system to users. The sewer collection system shall be able to handle normal sanitary wastes discharged to it without plugging or otherwise affecting building drain lines under normal operating conditions.
- C. **Septic Disposal:** A septage lagoon for disposal and treatment of septic waste material.

Section 4. Service Irregularities and Limitation of Liability

- A. **Irregularity or Failure of Service:** The utility will exercise reasonable diligence to furnish and deliver adequate sewer service and a continuous supply of potable water to the customer under constant pressure. However, the utility will not be liable for damage resulting from interruptions, shortages, irregularities or failures due to accidents, interference by third parties, acts of nature, or other conditions beyond the control of the utility. Whenever possible, and whenever time permits, all customers to be potentially affected by an interruption or irregularity in service will be notified prior to shutdown by direct notification, through local notice posted in the Post Office, by local radio transmission, or other method commonly used in the community.
- B. **Interruptions for Repairs or Modifications:** The utility reserves the right to temporarily suspend the delivery of service when necessary for the purpose of making repairs, modifications, inspections or improvements to the system. The utility will make reasonable attempts to provide customer notice through the use of public media or by direct customer contact. Repair work will be completed expeditiously, and as far as possible, the work will be completed at a time of least inconvenience to the customer.
- C. **Credit for Interruptions:** The utility will provide a prorated credit of flat monthly usage charges or flat minimum charges for metered service for service interruptions extending longer than 48 hours, provided the interruption is not caused by customer damage to Utility facilities. No credit will be given for metered usage charges.

- D. **Priority of Service:** In the event of an emergency water shortage, the utility will notify customers to curtail water usage. The utility will notify customers of the nature and duration of the required curtailment. The utility will place a priority on the availability of water for drinking and sanitation purposes. Priority customers are assigned at the discretion of the utility.

Section 5. Ownership of Utility Systems

All utility system components including mains, valves, fittings, equipment, and other appurtenances, except customer service lines are the property of the Utility.

Section 6. Resale of Utility Services

Resale of a utility service by a customer is expressly prohibited except through special contract between the Utility and the customer, as described in Section 7.

Section 7. Classification of Services

The Classes of Service shall be as follows:

- A. **Residential Service:** Residential Service shall consist of all services for domestic purposes supplied to a single family dwelling unit.
- B. **School Service:** School service shall consist of services provided to the school, its administrative offices, and other facilities owned/operated by the school that are not classified under a different class of service
- C. **Commercial Service:** Commercial services shall consist of all office, commercial or business establishments, multiple family dwelling units, tribal facilities, community facilities, and Utility owned buildings. If a customer is located in both a single family dwelling unit and a business establishment, the higher rate shall apply.
- D. **Contract Service:** Contract services shall consist of those services for industrial or independent uses under contracts authorized by the Utility.

Where the requirement for services is large or unusual, or necessitates special services, equipment, or capacity, the Utility reserves the right to require a special contract, the provisions of which are different from and an exception to the regularly published utility rates and regulations. Special contracts will only be given to customers in unique circumstances. All similarly situated customers will be offered the same rates and provisions. All special contracts shall be in writing, signed by the applicants, approved by the Utility, attached to the tariff, listed in Schedule B, and filed with the Regulatory Commission of Alaska.

Section 8. Customers

- A. **New Customers:** A person or organization becomes a customer by first applying for service to the Utility. Each applicant for service shall sign an application form provided by the Utility giving the date of application, type of service requested, location of the premises to be served, the date the applicant desires services to begin, the purpose for which the service is to be used, and the address to which bills are to be sent. By signing the application, the customer agrees to abide by the rules and regulations of the utility, and to pay the fees established by the utility for the service requested.
- B. **Customers Receiving Service at the Time Ordinance Enacted:** Customers receiving service at the time the provisions of this code section was enacted are not required to submit an application, but will be presumed to accept the rules and regulations of the utility, including the fees established for the service provided, if they remain customers and have not contacted the utility requesting disconnection. Customers who have been disconnected from the system prior to the enactment of the provisions of this code must submit an application as required by Section 8(A) before service can be restored.
- C. **Customers Desiring a Change in Service:** Customers desiring a material change in the size, type, character, or extent of equipment or operation which would result in a material change in the service provided, shall give the Utility notice of such change prior to the change taking place. An amended application must be filed with the Utility and any changes to the rate or deposit amount will occur prior to the change in service. All customers desiring a change in the size, location, or the number of services shall fill out an amended application. The request for amended service may be denied if the applicant has an outstanding bill due to the Utility.
- D. **Customer Complaints:** The Utility wants to resolve customer complaints as quickly as possible. The Utility will respond to the substance of each service complaint or other customer complaint within 10 working days of its receipt. If the Utility does not resolve a complaint to the customer's satisfaction, the customer may refer the matter to the Regulatory Commission of Alaska, 701 West Eighth Avenue, Suite 300, Anchorage, Alaska 99501. The Commission's telephone number is (907) 276-6222, toll-free at 1-800-390-2782, or TDD (907) 276-4533

Section 9. Main Extensions

Main extensions, to areas or houses not currently being served, shall be installed only after application to and authorization by the Utility. Utility main extensions may require advance payment by the applicant or group of applicants of the cost of the extension before the Utility can provide them.

The Utility will determine the proper location of main extensions. Easements or permits secured for main extensions across property not owned by the Utility shall be obtained in the name of the Utility along with all rights and title to the main at the time of installation.

Section 10. Services

- A. The customer shall own and maintain the customer service line. (Note: This section would need to be changed if the system is a circulating loop with Arctic Box.)
- B. Service Installation Charge: At the time the applicant files for service, where no service previously existed, or for a change in service size or location, or if he or she applies for a re-connection of an existing service, the applicant shall submit a service connection fee with the application that is based on the actual cost of the installation. In the case of a new service, this fee will include all costs from the main to the dwelling, including the costs of materials needed to make the connection at the dwelling, if necessary. The service line may be installed by either the customer or the Utility.
- C. Service Installation Procedures: All connections to the Utility water and sewer system shall be made at the expense of the customer. Costs of the connection and the terms of the work governing the installation, including the use of self-help and use of Utility equipment, shall be established by the Utility. The Utility will not accept a service connection installed by a customer unless the connection meets the applicable installation codes. The Utility may require proof of code compliance in either physical inspection by the utility or a written statement from a qualified inspector. The Policy Board reserves the right to bill the customer for additional work and inspections incurred by the Utility to verify correct installation, correct inappropriate, deficient, or inadequate connections.
- D. Service Installation Codes: All individual water and sewer connections, repairs, and modifications shall be made only under the terms and conditions of the Uniform Plumbing Code currently in effect within the State of Alaska, as well as any further regulations the Utility may require. Any electrical improvements shall be made in accordance with applicable Electrical Codes and Regulations.
- E. Customer Plumbing:
 - 1. The customer's plumbing, which shall include the customer service line from the main to the house, and all plumbing, piping, fixtures, and other appurtenances intended to carry water, sewage, waste water, and drainage, shall comply with the Uniform Plumbing Code (UPC).

Special attention shall be given to the elimination of any possible cross connections. All water users will be required to install and maintain a backflow prevention device between the water service connection and the first plumbing fixture or drain. The minimum requirement shall be a dual check valve assembly or as required by the UPC.

2. Customer freeze-ups, or other leaks that affect the efficiency of the Utility system or the public health, are to be immediately repaired by the customer. The Utility reserves the right to make the repairs and bill the customer for repairs and for any excess water usage that might have resulted from the situation, should the customer be unable to make the repairs; or should the customer have abandoned the service location without proper notification to the Utility; or should the customer be away from the service location temporarily. It is the responsibility of the customer to notify the Utility immediately of any problem with the customer's plumbing that could have an adverse effect upon the Utility's system.
3. It shall be a violation of these rules and regulations for customers to operate, cause, or permit unauthorized operations or appurtenances on the service connections.
4. It shall be a violation of these rules and regulations for any customer to make, or remake a service connection without the prior knowledge and approval of the Utility as detailed by this ordinance.
5. It shall be a violation of this ordinance for any individual to take bulk water from the Utility without prior arrangements having been made.

Section 11. Water Meters

- A. Meter Requirement: The Utility is authorized to require installation of a water meter upon the customer's line and to charge for such service at the established meter rate set out in Schedule B. The Utility will provide the meter and the customer must pay the actual cost of installation.
- B. Location of Meters: Meters shall be placed either inside or under a heated building at suitable convenient places approved by the Utility. The meter will not be placed where freezing or damage to the meter or its related parts is likely to occur; nor where damage to the meter could result in a loss of water from the system.
- C. Joint use of Meters: The joining of several customers to take advantage of single minimum charges and/or large quantity rates is prohibited except under special contract, in writing, from the Utility.

Section 12. Utility Rates

Utility rates to be charged for the various classifications of services are published in a separate Schedule B. On a periodic basis, Schedule B will be revised and approved by resolution of the Policy Board.

Section 13. Notices

- A. Notices to Customers: Notices to customers from the Utility will normally be in writing and will be mailed or delivered to the customer at the address on file with the Utility. Where conditions warrant, and in an emergency, the Utility may notify customers by telephone, messenger, or radio.
- B. Notices from Customers: Notices from the customer to the Utility may be given in writing, or verbally by the customer or his authorized representative at the Utility office. However, notices that result in a change in service or in work being performed by the Utility for the customer must be accompanied by the appropriate application required by Section 8(C) or a signed repair order or work order.

Section 14. Security Deposit

- A. Deposit Requirements and Amount: The Utility will require a separate deposit for every service connection. The amount of the deposit required is the higher of two month's service charges at the flat rate, or the higher of the metered charges times the estimated average consumption over a two month period at the location. The Utility will issue the applicant a written receipt for the deposit and provide the applicant with a copy of this section of its tariff.
- B. Interest on Deposits: The Utility will not pay interest on the deposits totalling less than \$100. The Utility will pay interest on deposits of over \$100 at or before the time it is returned. Interest paid under this section shall be at the legal rate of interest at the time the deposit is made. However, if the deposit is placed in an interest bearing account, the Utility shall pay the interest rate of the interest bearing account.
- C. General Provision for Refund of the Deposit: The Utility will not require a customer to produce a deposit receipt in order to receive a refund of the deposit that is reflected on the utility's books. The Utility will refund deposits within 25 days after the earlier of the date the customer completes 12 months of continuous service during which the customer was not past due in payment more than twice, has not been delinquent in the last six months, and is not past due at the end of the 12 months; or the customer terminates

service. In this case the deposit amount refunded including any interest due will be the amount which exceeds any balance due the Utility.

- D. Adjustment of Deposit Amounts: The Utility will institute or adjust a deposit for an established customer who becomes delinquent in payment. The amount of any new deposit required will be consistent with the above provisions. If an account becomes delinquent and it is necessary to discontinue the service, the deposit amount shall be applied to the unpaid balance of the account. Service will not be restored to the premises until such time as the deposit is replaced, along with all delinquent amounts due, and payment for labor and materials expended by the Utility to reconnect service.

Section 15. Billing and Payment

- A. Monthly Bills: All bills will be mailed on or before the Fill in of each month. The bill will contain a statement of present charges due. All bills are due and payable 25 days from the date the bill was rendered.
- B. All bills sent to a customer will include the following statement:
"You should contact us first if you have a complaint about your water or wastewater service. If you are not satisfied after contacting us, you may then file a complaint with the Regulatory Commission of Alaska. The Regulatory Commission of Alaska may be contacted toll-free at 1-800-390-2782, or TDD (907) 276-4533."
- C. Delinquent Bills: All bills not paid within 40 days of the bill being rendered will be considered delinquent. The Utility may charge a late payment penalty fee on delinquent sums due to the Utility in accordance with Schedule A.
- D. Delinquent Notice: At the discretion of the Policy Board, a notice of delinquency shall be mailed to each delinquent account on the date the account becomes delinquent.
- E. Service Disconnection Notice: If a Utility bill has not been paid a week after the Delinquent Notice is rendered, the Utility will notify the customer of the Utility's intention to disconnect service. The notice of disconnection will be mailed at least 15 days before the scheduled date of disconnection. The notice shall be sent to the customer by certified or registered mail, return receipt requested. Not less than three working days prior to the date of disconnection, the Utility will deliver a door hanger to the residence notifying the customer of the date and time of the impending disconnection. The Utility may terminate the service at any time after the date and time indicated in the turn-off notice without further notification, unless deferred payment arrangements are made in accordance with Section 15(F).

F. **Deferred Payment Agreements:** If a residential customer demonstrates that economic hardship prevents payment in full of a delinquent bill that is not already covered by a deferred payment agreement, the Utility will restore or continue service to the customer if the customer agrees to a deferred payment contract, signed by both the Utility and customer. The contract will meet the following requirements.

1. The customer agrees to pay one-third (or less at the Utility's option) of the outstanding bill at the time the deferred payment agreement is signed.
2. The customer agrees to pay all future bills for Utility service in accordance with the provisions of this section.
3. The customer agrees to pay the remaining outstanding balance in installments over a period not to exceed 12 months. If the outstanding balance predates the adoption of this tariff, the Utility may allow a repayment period of over 12 months if the customer has a large balance.

The Utility will not require any deferred payment agreement to have a duration of less than 3 months. The Utility will offer comparable terms and conditions to customers with similar payment problems. In determining a reasonable deferred payment schedule, the Utility will discuss with the customer and consider the following conditions:

1. size of the delinquent account;
2. customer's ability to pay;
3. customer's payment history;
4. length of time the debt has been outstanding;
5. circumstances that resulted in the outstanding debt;
6. any other relevant factors related to the circumstances of the customer.

If a customer fails to fulfill the terms of a deferred payment agreement, the Utility is not required to provide the customer with all the notices described in Section 15(D) prior to disconnection; however, at least three working days before disconnection the Utility will attempt to give written or telephone notice of the disconnection to the customer.

G. **Deposit for Reconnection:** In all cases where service has been disconnected due to delinquency, the customer must file a new application and again meet the security deposit requirements set forth in Section 14 before service will be reconnected.

- H. Responsibility for Payment of Utility Bills: In all cases the person signing the utility application form is responsible for the utility bills regardless of who owns the property served. However, in the case of multi-family housing or business complexes with more than one unit the Utility reserves the right to bill the owner of the facility for all of the services provided by the utility.

Section 16. Administration and Enforcement

- A. These rules and regulations shall be administered and enforced by the Policy Board, or the person designated by the Policy Board to manage the utility. The Policy Board, shall have the authority to establish and regulate rates for the water and sewer system for all customers.
- B. The Policy Board may adopt such additional regulations, provisions, and procedures pertaining to water and sewer service as the Board deems proper.

Section 17. Discontinuance or Termination of Service

- A. Discontinuance by Customer Order: Each customer about to vacate any premises supplied with water, sewer, or waste disposal services by the Utility shall give at least one week written notice of his or her intentions and state the date the service is to be discontinued. Otherwise, a customer will be responsible for all services supplied to the premises until a written notice is received.

Within one week of the date stated in the notice to discontinue service, a total bill (minus any deposits due to the customer) will be prepared and delivered which is due and payable immediately. The amount of the bill for the current billing period will be determined by prorating the number of days of service received in the given month (including the date of disconnect) divided by the total number of days in the month, times the usual monthly charge for the customer. There will be no charge for disconnection of the utility.

- B. Discontinuance for Non-payment of Bills: A customer's water, sewer, or waste disposal services may be discontinued if their bill is not paid in accordance with the procedures listed in Section 15.
- C. Discontinuance for Unsafe Customer Facilities:
 - 1. Unsafe Facilities or Unsanitary Facilities: The Utility may discontinue services to any premises without prior notice where plumbing facilities, appliances, or equipment, using water or discharging waste water, are

dangerous, unsafe, or not in conformance with standard plumbing practice.

2. Cross Connections: A cross connection as defined in Section 1 is unlawful. The Utility will discontinue service to any persons or premises where a cross connection exists. Service will not be restored until the cross connection is eliminated.
- D. Discontinuance for Water Waste: Where water is wastefully or negligently used on a customer's premises seriously affecting the general service, the Utility may discontinue service if such conditions are not corrected after notice by the Utility. Allowing water to run continuously rather than providing reasonable and proper insulation is considered wasting water. At the option of the Policy Board, a customer may be allowed to continue service if a meter is installed at the customer's expense (as prescribed in Section 11) and he or she pays a rate based on consumption.
 - E. Discontinuance for Service Detrimental to Others: The Utility may refuse to furnish service, restrict service, or immediately terminate service to any premises where excessive demands by a customer will result, or have resulted, in inadequate service to other customers. The determination of excessive demand may vary depending on current Utility water or sewer resources and system equipment conditions.
 - F. Discontinuance for Fraud or Abuse: The Utility will refuse or discontinue service to any customer or premises where it is deemed necessary to protect the Utility from fraud or abuse of service. Discontinuance of service for one or both of these causes will be made immediately upon receipt of knowledge by the Utility that such condition or conditions exist.
 - G. Discontinuance for Unauthorized Turn-on: Where service has been discontinued for any reason and the service is turned on by the customer or another unauthorized person, the service may then be turned-off at the main, without notice to the customer. The charges for shut-off at the main will be billed at the actual cost for labor and materials plus 50% billed to the offending customer. The charges for use of service through such illegal connection will be at the regular rate for the period of time, as estimated by the Policy Board, that such illegal or unauthorized connection existed, plus an unauthorized usage fee, as defined in Schedule A.
 - H. Discontinuance for Non-compliance: Unless otherwise specified by specific sections of these rules and regulations, a customer may have service discontinued for violation of any provision of these rules and regulations following fifteen days notification of such impending termination of service. Proper notice is specified in Section 15(E) of these regulations.

- I. Limitations on Reasons for Disconnection: The Utility will not disconnect service to a customer in the following circumstances:
 1. for delinquency in payment for services rendered to a prior customer at the premises where service is being provided.
 2. if the customer is unable to pay the full delinquent amount due, and is in compliance with a signed, or is in the process of timely negotiating a, deferred payment agreement with the Utility.
 3. for nonpayment of a bill related to another class of service at a different service location.
 4. for failure to pay a disputed amount due on a delinquent account if the customer complies with the rules on customer bill disputes and the dispute remains under investigation by the Utility or the Regulatory Commission of Alaska. However, the Utility may proceed to disconnect service in accordance with the above provisions if a customer fails to pay any undisputed amounts.

Section 18. Restoration of Services

Restoration of service following discontinuance by customer order shall not require a reconnection fee if the voluntary discontinuation was for more than sixty (60) days. Restoration of service for any other reason shall require a reconnection fee. Restoration of service following discontinuance for non-payment of bills shall be made only after payment of current and past due charges, the reconnection fee, and a security deposit as herein provided.

Restoration following discontinuance because of unsafe facilities, water waste, fraud, abuse, or non-compliance with these rules and regulations will be made only after: a) the irregularity has been corrected; b) any associated charges for disconnection or repairs undertaken by the Utility have been paid; c) a new application for service has been received with the appropriate deposits; and d) the Utility has received written assurance that the irregularity will not occur again.

The property owner shall provide access to arctic boxes for connection or reconnection of services including the removal of all snowdrifts around the box.

The customer is responsible for insuring that services are in good condition prior to restoration of services. The customer shall pay any costs for cleaning or thawing a service line prior to reconnection.

Section 19. Unusual Demands

Whenever an abnormally large quantity of water is desired for filling a water storage tank, or for any other purpose, arrangements must be made with the Utility prior to taking the water. The Policy Board shall have the power to determine what constitutes an abnormally large quantity of water based on normal or average use. Permission to take water in large quantities will be given only if other customers are not unduly inconvenienced and measures have been taken to minimize any such inconvenience. Purchases of large quantities of water, even if to an existing customer, may be billed under a separate category and for a separate amount from the customer's usual rate.

Section 20. Access to Property

All duly appointed employees or agents of the Utility shall have free access at all reasonable hours of the day to exterior parts of a customer's building related to utility service (i.e. arctic box, electric meter, etc.) for the purposes of reading meters, inspecting connections, piping and fixtures, discontinuing service under the provisions of Section 17, and to determine the manner and extent to which the utility is being used. When it is necessary to enter a customer's building for the same purposes, the customer will be given notice in accordance with Section 13. The Utility does not assume the duty of inspecting the customer's service line, plumbing, or equipment and shall not be responsible for these services.

In the event that a customer refuses to provide access to the Utility in a reasonable period of time, the service may be discontinued for non-compliance with these Regulations in accordance with Section 17.

Section 21. Responsibility for Equipment

- A. Responsibility for Customer Equipment: The Utility shall not be liable for any loss or damage caused by any defect in the customer's service line, plumbing, or equipment, nor shall the Utility be liable for loss or damage due to interruption of service or temporary changes in water pressure.
- B. The customer shall be responsible for the condition of the plumbing system on his or her premises when service is turned on. All drain valves should be closed to prevent cross contamination.
- C. The customer shall be responsible for maintaining proper heat within his or her property to insure that pipes do not freeze-up, causing harm or damage to the Utility system. Electrical heat tape shall be energized as necessary to prevent utility lines from freezing. The customer shall pay for all costs associated with keeping service lines from freezing. The Utility reserves the right to seek any lawful remedy to recover costs for damages and repairs to utility facilities.

Section 22. Fire Hydrants

- A. Operation: No person or persons other than those designated and authorized by the Utility shall attempt to draw water from a hydrant belonging to the Utility or in any manner damage or tamper with the hydrant. Any violation of this regulation will be penalized according to these Regulations. In cases where temporary service has been granted from a fire hydrant, an auxiliary external valve will be used to control the flow of water.
- B. Damage to Fire Hydrants: Any person who damages a fire hydrant shall be responsible for the cost of its complete repair and return to service.

Section 23. Manholes and Main Lines

- A. Operation: No person or persons other than those designated and authorized by the Utility shall place any substance including, but not limited to, animal and fish carcasses, refuse or trash, rocks or gravel, or honeybucket wastes in any manhole or main line, or in any manner damage or tamper with the manhole or main line.
- B. Damage to Manholes and Main Lines: Any person who damages a manhole or main line or any of the attachments or appurtenances thereof, shall be responsible for the cost of its complete repair and return to service.
- C. Dumping Refuse, Chemicals, or Trash into Sewer Lines: Any person who damages a sewer main or interrupts sewer service through placing trash, refuse, animal carcasses, rocks or other matter not intended to be placed in a sewer will be responsible for all damages and repairs to the sewer lines and treatment works that are a consequence of his or her act.

Section 24. Individual Waste Disposal Responsibilities

In the event that the Utility does not provide a solid waste or honeybucket waste pick-up service, the users are responsible to see that waste material is stored in a secure covered container with a tight fitting lid and is hauled to the designated disposal area and deposited at the location as directed by the Policy Board.

Section 25. Suspension of Rules

No employee of the Utility is authorized to suspend or alter any of the provisions herein without specific approval or direction of the Policy Board, except in cases of emergency involving loss of life or property or which put the water and sewer system operation in jeopardy.

Section 26. Constitutionality and Saving Clause

If any clause, sentence, paragraph, section, or portion of these rules and regulations for any reason is judged to be invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of this document but shall be confined in its operation to the clause, sentence, paragraph, or portion of these rules and regulations directly involved in the controversy in which the judgment is rendered.

SCHEDULE A

Non-Recurring Fees

<u>SERVICE</u>	<u>CHARGE</u>
SECURITY DEPOSITS	
Residential Service	\$\$\$ per connection
School Service	\$\$\$ per connection
Commercial Service	\$\$\$ per connection
Contract Service	\$\$\$ per connection
DISCONNECTION	\$\$\$
RECONNECTION	\$\$\$
LATE PAYMENT PENALTY	\$\$\$
UNAUTHORIZED USAGE FEE	\$\$\$
RETURNED CHECKS / FAILED BANK DRAFT	\$\$\$

SCHEDULE B

Service Rates

SERVICE

CHARGE

RESIDENTIAL SERVICE

\$??./??/ Month

SCHOOL SERVICE

\$??./??/ Month

COMMERCIAL SERVICE

\$??./??/ Month

LIST OF SPECIAL CONTRACTS

(List customers with which the utility has a special contract and attach the contract to the tariff)

Part III – Authorization

Verification of Application and Authorization of Notice

The undersigned hereby verifies the application and requests the Regulatory Commission of Alaska to grant to applicant a Provisional Certificate of Public Convenience and Necessity for the services and service areas set out above.

Dated at LOCATION Alaska, this DATE day of MONTH, YEAR.

[Click **here** and type Utility or Applicant Name]
Name of Applicant

By:

Principal Officer, Partner, or Owner

[Click **here** and type Name and Title]
Name and Title

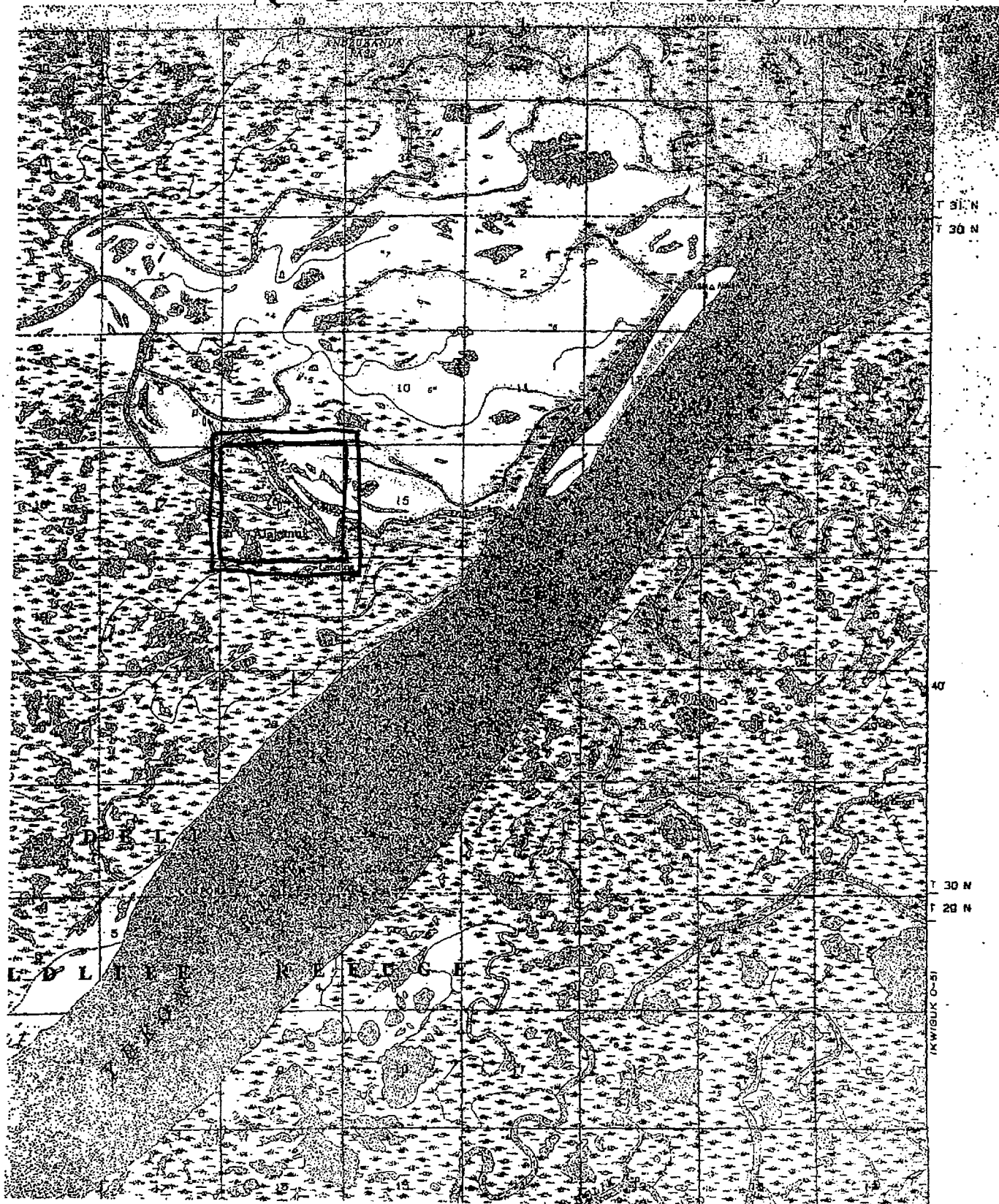
[Click **here** and type Street Address or P.O. Box]
[Click **here** and type City, State, and Zip Code]

[Click **here** and type Name of Attorney]
Name of Attorney for Applicant (if applicable)

[Click **here** and type Street Address or P.O. Box]
[Click **here** and type City, State, and Zip Code]

Potential Service Area Maps

T30N R82 SECTION 14 (REFERENCE: SOUND MERIDIAN)



T30N R82W SECTIONS 14;15 (Reference: SAND MOUND)

